



# United States Department of the Interior



BUREAU OF LAND MANAGEMENT  
Glenwood Springs Field Office  
50629 Highway 6 and 24  
Glenwood Springs, Colorado 81601  
[www.co.blm.gov](http://www.co.blm.gov)

## CATEGORICAL EXCLUSION DOI-BLM-CO-N040-2009-0082-CX

### A. Background

BLM Office: Glenwood Springs Field Office

Lease/Serial/Case File No:  
COC-22082 / 286005  
COC-25248 / 285003

Proposed Action Title/Type: The proposed action is three-fold:

1. Crown Mountain Communication Site / Re-build and upgrade the communication site and amend Pitkin County's lease to be authorized as a facility manager.
2. Fuels mitigation to protect the site, and
3. Upgrade Holy Cross Energy's service to Crown Mountain Communication Site.

Applicant is requesting to replace the four existing 40' towers with two free-standing 40' towers and one free-standing 60 foot tower. The existing building would be replaced with a 20'(w) x 45'(l) x 21'(h) foot -building (see drawings).

Fuels mitigation would entail removing pockets of oak brush in various patterns, and limbing some ladder fuels on the conifers within 300 feet of the communication site (see attached fuels plan).

Holy Cross Energy would like to replace the existing 30 foot pole with a 40 foot one. The pole would also have one guy wire and anchor. All would be within its' existing right-of-way.

Location of Proposed Action: SWSE Section 15, T. 8 S., R. 87 W.,  
Sixth Principal Meridian, Pitkin County, Colorado.

Description of Proposed Action: The applicant, Pitkin County Public Works, has submitted an application to amend their existing Right-of-Way, COC-22082. Applicant is requesting to replace the four existing 40' towers with two free-standing 40' towers and one free-standing 60' tower. The existing building would be replaced with a 20(w) x 44(l) x 2(h) foot one-storied building (see drawings). An underground 1000 gallon liquid petroleum storage tank, along with upgrading the existing 15' x 655' access road with gravel is also included in the application.

Both Verizon and Sprint/Nextel has approached the applicant to upgrade the site in order to house them (whom are also the financiers of the proposal). Expansion of the site facilities would allow for further development of communications throughout the Basalt area. There is no other communication site within the area that adequately serves the Basalt area.

Excavation and construction activity to construct the new updated building and towers would all be within the existing 100' x 150' lease area. The actual construction envelope is 118' x 77.8'. Because the site houses "911" and other emergency communications, both the Basalt Fire District and the Upper Colorado River Fire have identified it

as *Critical Infrastructure*. In order to better protect the site from fires, a fuels reduction plan has been developed by the BLM Fuels Specialist. The proposed mitigation involves the following steps:

#### **North side of tower**

- Remove Gamble Oak and other mountain shrub species directly adjacent to building.
- Remove 50-75% of brush in a mosaic pattern that mimics natural “clumps” of brush as well as possible.
- Remove ladder fuels (limbs and branches) on conifer trees to a height of 8 feet. This side drops off steep rapidly so use best judgment on depth of treatment (approx. 150 feet to tree line).

#### **North West side of tower**

- There is a small somewhat level bench on this aspect.
- Remove 50 – 75% of brush in a mosaic pattern.

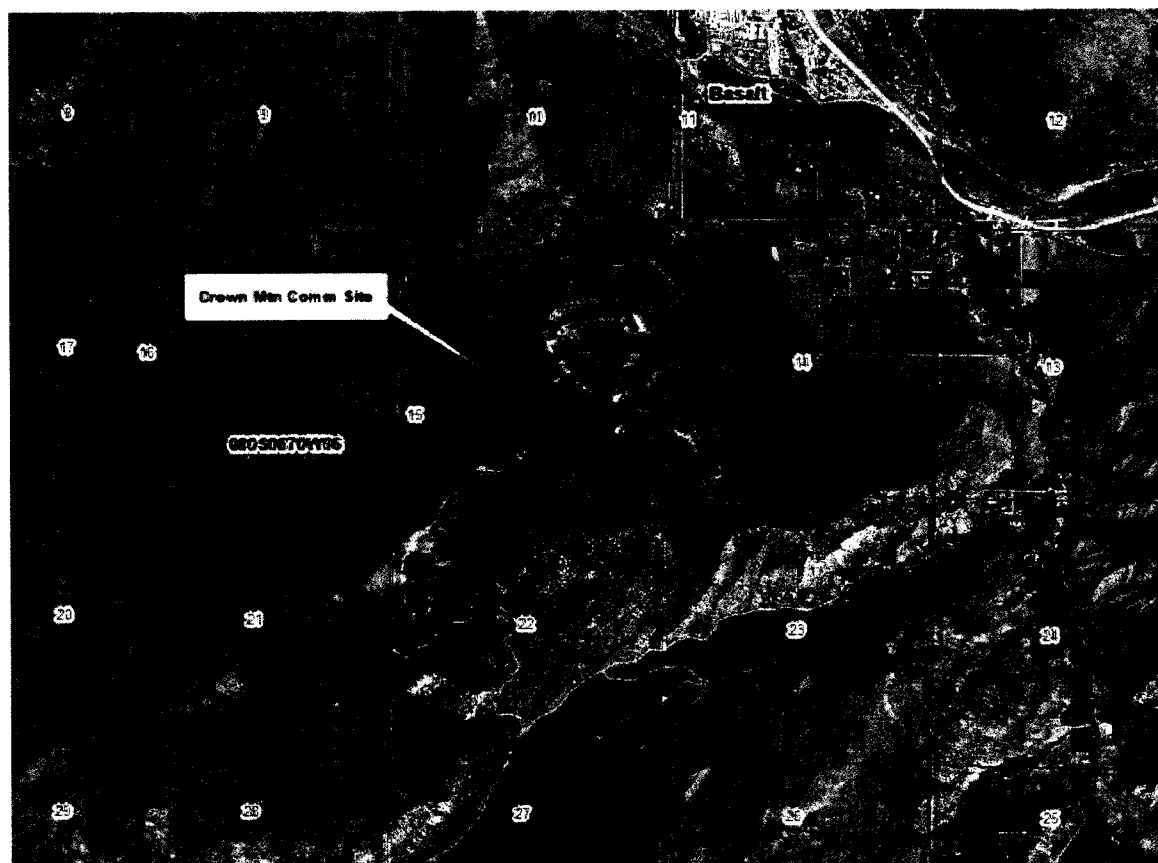
#### **South Side of Tower**

- This aspect is steep and has solid and continuous fuels from mid slope to the tower site.
- Remove 50-75% of brush in a mosaic pattern that mimics natural “clumps” of brush as well as possible.
- Clearing should be completed to a depth of 250-300 feet from base of tower building

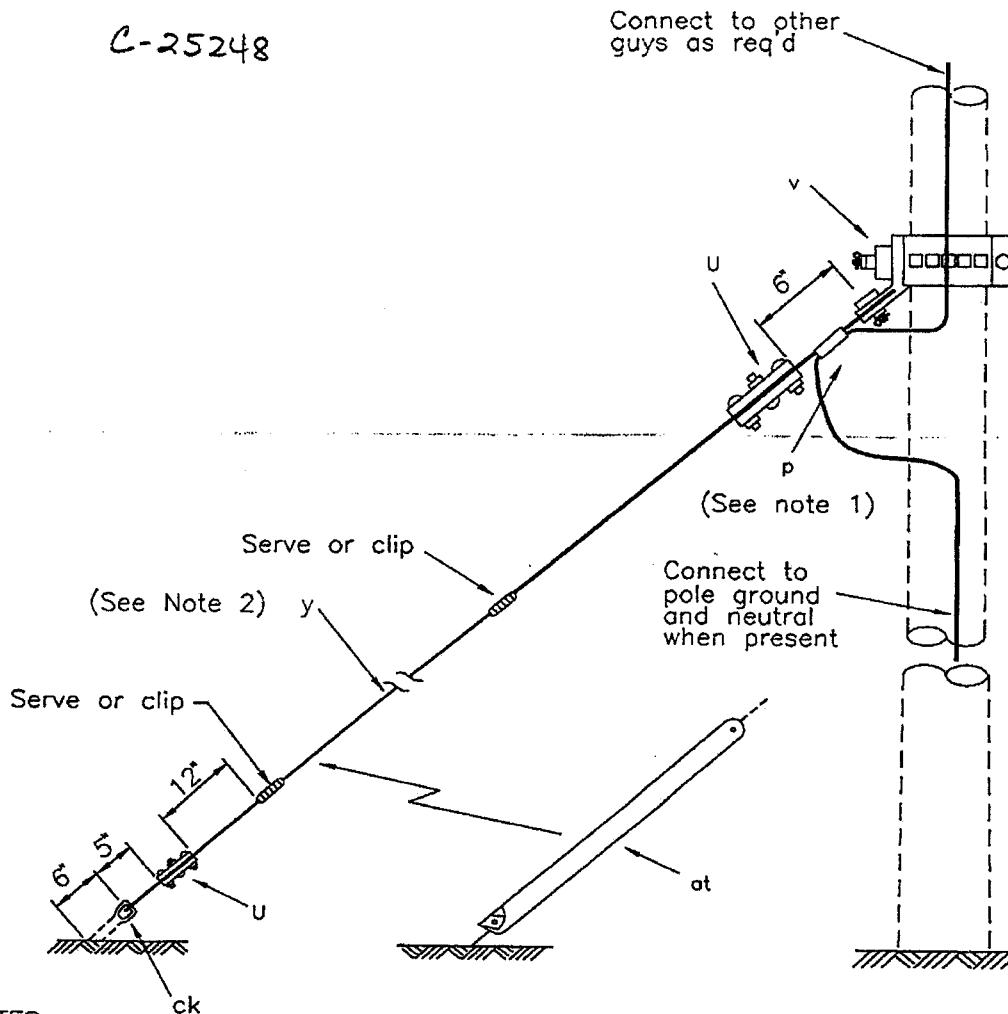
The applicant would be required to remove all brush/fuels from the site within 90 days of the fuels reduction project.

Pitkin County would like to begin construction as soon as authorized, and they are expecting full completion of the project in August 2009.

Holy Cross Energy would begin construction as soon as they are authorized. Construction is expected to be completed one day.



C-25248



NOTES:

1. Other accepted and equivalent, heavy duty, guy deadend material (item "u") may be substituted for the ones shown.
2. Specify guy wire size, type and required length.

ITEM	QTY	MATERIAL
P		Connectors, guy bond as req'd
u	2	Deadend for guy strand, heavy duty
v	1	Guy attachment, pole band type
y		Guy wire, as req'd (See Note 2)
at	1	Guy marker
av		Jumpers, as req'd
ck	1	Clamp, anchor bonding

DESIGN PARAMETERS:

MAXIMUM WORKING LOAD =  
LESSER OF 10,000 lbs. HORIZONTAL  
or ALLOWABLE GUY WIRE TENSION

SINGLE DOWN GUY - LARGE CONDUCTORS  
(POLE BAND TYPE)

DEC 1998

RUS

E4.1L

**B. Land Use Plan Conformance:** The Proposed Action is subject to and has been reviewed for and is in conformance with (43 CFR §1610.5 and § 2800, BLM 1617.3) the following plan:

Name of Plan: Record of Decision and Glenwood Springs Resource Management Plan.

Date Approved: January, 1984; revised in 1988; amended in November 1991 - Oil and Gas Leasing and Development - Final Supplemental Environmental Impact Statement; amended Nov. 1996 - Colorado Standards and Guidelines; amended in August 1997 - Castle Peak Travel Management Plan; amended in March 1999 - Oil and Gas Leasing & Development Final Supplemental Environmental Impact Statement; amended in November 1999 - Red Hill Plan Amendment; and amended in September 2002 – Fire Management Plan for Wildland Fire Management and Prescriptive Vegetation Treatment Guidance.

Decision Number/Page: Page 41, Utility and Communication Facility Management.

Decision Language: To respond, in a timely manner, to requests for utility and communication facility authorizations on public land while considering environmental, social, economic, and interagency concerns.

**C. Compliance with NEPA:**

The Proposed Action is categorically excluded from further documentation under the National Environmental Policy Act (NEPA) in accordance with 516 DM 11.9, E. Realty Numbers:

(12) Grants of right-of-way wholly within the boundaries of other compatibly developed rights-of-way.

(13) Amendments to existing rights-of-way, such as the upgrading of existing facilities, which entail no additional disturbances outside of the right-of-way boundary, and

Under 516 DM 2, Appendix 1 #1.12:

1.12 Hazardous fuels reduction activities using prescribed fire not to exceed 4,500 acres, and mechanical methods for crushing, piling, thinning, pruning, cutting, chipping, mulching, and mowing, not to exceed 1,000 acres. Such activities: shall be limited to areas (1) in wildland-urban interface and (2) Condition Class 2 or 3 in Fire Regime Groups I, II, or III, outside the wild land-interface; shall be identified through a collaborative framework as described in “A Collaborative Approach for Reducing Wild land Fire Risks to Communities and the Environment 10-Year Comprehensive Strategy Implementation Plan;” shall be conducted consistent with agency and Departmental procedures and applicable land and resource management plans; shall not be conducted in wilderness areas or impair the suitability of wilderness study areas for preservation as wilderness; shall not include the use of herbicides or pesticides or the construction of new permanent roads or other new permanent infrastructure; and may include the sale of vegetative material if the primary purpose of the activity is hazardous fuels reduction.

This categorical exclusion is appropriate in this situation because there are no extraordinary circumstances potentially having effects that may significantly affect the environment. The proposed action has been reviewed, and none of the extraordinary circumstances described in 516 DM 2 apply.

EXCLUSIONS	YES	NO
1. Have significant impacts on public health or safety.		X
2. Have significant impacts on such natural resources and unique geographic characteristics as historic or cultural resources; park, recreation or refuge lands; wilderness areas; wild or scenic rivers; national natural landmarks; sole or		X

principal drinking water aquifers; prime farmlands; wetlands (Executive Order 11990); floodplains (Executive Order 11988); national monuments; migratory birds; and other ecologically significant or critical areas.		
3. Have highly controversial environmental effects or involve unresolved conflicts concerning alternative uses of available resources [NEPA Section 102(2)(E)].		X
4. Have highly uncertain and potentially significant environmental effects or involve unique or unknown environmental risks.		X
5. Establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects.		X
6. Have a direct relationship to other actions with individually insignificant but cumulatively significant environmental effects.		X
7. Have significant impacts on properties listed, or eligible for listing, on the National Register of Historic Places as determined by either the bureau or office.		X
8. Have significant impacts on species listed, or proposed to be listed, on the List of Endangered or Threatened Species, or have significant impacts on designated Critical Habitat for these species.		X
9. Violate a Federal law, or a State, local, or tribal law or requirement imposed for the protection of the environment.		X
10. Have a disproportionately high and adverse effect on low income or minority populations (Executive Order 12898).		X
11. Limit access to and ceremonial use of Indian sacred sites on Federal lands by Indian religious practitioners or significantly adversely affect the physical integrity of such sacred sites (Executive Order 13007).		X
12. Contribute to the introduction, continued existence, or spread of noxious weeds or non-native invasive species known to occur in the area or actions that may promote the introduction, growth, or expansion of the range of such species (Federal Noxious Weed Control Act and Executive Order 13112).		X

#### INTERDISCIPLINARY REVIEW:

<u>Name</u>	<u>Title</u>	<u>Area of Responsibility</u>
John Brogan	Archaeologist	Cultural and Native American Concerns
Kay Hopkins	Outdoor Recreation Planner	ACEC, VRM, WSR, Wilderness
Carla DeYoung	Ecologist	T/E/S Plants, Vegetation
Brian Hopkins	Wildlife Biologist	Wildlife, T/E/S Wildlife, Migratory Birds
Tom Fresques	Fisheries Biologist	Fisheries, T/E/S Fish
Jeff O'Connell	Hydrologist	Soil, Air, Water
Mike Kinser	Rangeland Mgt Spec.	Range, Riparian, Wetlands
Isaac Pittman	Rangeland Mgt Spec.	Range
Dereck Wilson	Rangeland Mgt Spec.	Range, Invasive Plants, Noxious Weeds
Alton Anderson	Fuels Specialist	Fuels

REMARKS/MITIGATION (the following mitigations will be carried forward within the permit under Special Conditions:

To prevent impacts to raptors and migratory bird species, the power line shall comply with the APLIC's *Suggested Practices for Raptor Protection on Power Lines* publication, and the National Electric Safety Code.

Reference: Avian Power Line Interaction Committee (APLIC). 2006. *Suggested Practices for Raptor Protection on Power Lines: The State of the Art in 2006*. Edison Electric Institute, APLIC and the California Energy Commission. Washington, D.C. and Sacramento, CA.

**Cultural/Native American Stipulation:** The National Historic Preservation Act (NHPA) requires that if newly discovered cultural resources are identified during project implementation, work in that area must stop and the agency Authorized Officer notified immediately (36 CFR 800.13). The Native American Graves Protection and Repatriation Act (NAGPRA), requires that if inadvertent discovery of Native American Remains or Objects occurs, activity must cease in the area of discovery, a reasonable effort made to protect the item(s) discovered, and immediate notice made to the BLM Authorized Officer, as well as the appropriate Native American group(s) (IV.C.2). Notice may be followed by a 30-day delay (NAGPRA Section 3(d)). Further actions also require compliance under the provisions of NHPA and the Archaeological Resource Protection Act.

**Noxious and Invasive Plant Species Stipulation:** The applicant will monitor the project area for the presence of any noxious weeds and will be responsible for promptly controlling any noxious weeds on the Colorado State List A or B (except redstem filaree) within the right-of-way. If the applicant chooses to use herbicides as the control method on public lands, a Pesticide Use Proposal shall be submitted to the BLM and approved prior to initiating any herbicide spraying.

All brush/slash resulting from the fuels reduction project shall be removed from the site within 90 days of the fuels reduction project.

I considered this action and determined that it may be categorically excluded. I have evaluated the action relative to the 12 criteria listed above and have determined that it does not represent an exception and is, therefore, categorically excluded from further environmental analysis.

**D. Signature**

Authorizing Official:  Date: 6/10/09  
Steve G. Bennett, Field Manager

**Contact Person**

For additional information concerning this CX review, contact Carole Huey, Realty Specialist, Glenwood Springs Field Office, 50629 Highway 6 and 24, Glenwood Springs, CO 81601, 970-947-2804.

THE UNITED STATES  
Department of the Interior  
Bureau of Land Management

COMMUNICATIONS USE LEASE

Pitkin County Public Works / Contact: Dan Chiccoine of Pitkin County, Colorado  
(Lessee Name) (Billing Address - 1)

76 Service Center Road Aspen CO 81611  
(Billing Address -2) (City) (ST) (Zip Code)

THIS LEASE, dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the UNITED STATES OF AMERICA, acting through the Bureau of Land Management, Department of the Interior (hereinafter called the "United States" or "Bureau of Land Management"), as authorized by the Act of October 21, 1976, and implementing regulations (90 Stat. 2743; 43 U.S.C. 1701, et seq.; 43 CFR 2800), and Pitkin County Public Works / Pitkin County Colorado, successors, and assigns (hereinafter called the "Lessee").

The United States and the Lessee are jointly referred to herein as the "Parties." As used herein, the "Authorized Officer" refers to the Bureau of Land Management official having the delegated authority to execute and administer this lease. Generally, unless otherwise indicated, such authority may be exercised by the Field Manager or District Manager for the public lands wherein the following described lands are located.

The United States, for and in consideration of the terms and conditions contained herein and the payment to the United States of a rental in advance by the Lessee, does hereby grant to the Lessee a lease for the following described lands in the County

of Pitkin, State of Colorado: T8S, R87W, SWNW SECTION 15 SWSE, 6<sup>TH</sup> P.M.  
(Legal Description)

(hereinafter called the "property"). The Lessee accepts this lease and possession of the property, subject to any valid existing rights, and agrees not to use the property, or any part thereof, except as a site for only the construction, operation, maintenance, and termination of a

**MULTI-USER COMMUNICATION FACILITY: WHICH INCLUDES A 20 X 44 BUILDING, 2-FORTY FOOT SELF SUPPORTING LATTICE TOWERS, 1-SIXTY-FOOT SELF SUPPORTING TOWER, 250 GALLON ABOVE GROUND GENERATOR, 1000 GALLON BURIED PROPANE TANK, AND A 15 FOOT X 655 FOOT ACCESS ROAD.**

The location of the property is shown generally on the site plan dated April 17, 2009 for the Crown Mountain Communications Site which is attached and made part hereof as Exhibit A. The facilities specifically authorized under this lease are shown on the plat contained in Exhibit B. (USER NOTE: Alternately, list all approved facilities here including buildings, roads, fences, towers, generators, tanks, etc.)

**MULTI-USER COMMUNICATION FACILITY: MULTI-USER COMMUNICATION FACILITY: WHICH INCLUDES A 20 X 44 BUILDING, 2-FORTY FOOT SELF SUPPORTING LATTICE TOWERS, 1-SIXTY-FOOT SELF SUPPORTING TOWER, 250 GALLON ABOVE GROUND GENERATOR, 1000 GALLON BURIED PROPANE TANK, AND A 15 FOOT X 655 FOOT ACCESS ROAD.**

The dated and initialed exhibit(s), attached hereto, are incorporated into and made a part of this instrument as fully and effectively as if they were set forth herein in their entirety.

The parties agree that this lease is made subject to the following terms and conditions.

#### **I. TENURE, RENEWAL AND TRANSFERABILITY**

A. This lease will terminate at one minute after midnight on August 5, 2025. Termination at the end of the lease term occurs by operation of law and does not require any additional notice or documentation by the Authorized Officer. This lease is not renewable; but the Lessee has the right to request a new lease pursuant to paragraph "C" below.

B. The Lessee will undertake and pursue with due diligence construction and operation that is authorized by this lease. To the extent specified in Exhibits A & B, construction will commence on

(Date)

This lease will terminate if operation does not commence by that date, unless the parties agree in writing, in advance, to an extension of the commencement date.

C. If the Lessee desires a new lease upon termination of this lease, the Lessee must notify the Authorized Officer accordingly, in writing. The notice must be received by the Authorized Officer at least one year prior to the end of the lease term. The Authorized Officer will determine if the use should continue and, if it is to continue, if a new lease should be issued to the Lessee and under what conditions. The Authorized Officer will require payment of any amounts owed the United States under any Bureau of Land Management authorization before issuance of another authorization.

D. This lease is assignable with prior written approval of the Authorized Officer. Renting of space does not constitute an assignment under this clause.

#### **II. RENTAL**

A. The Lessee must pay in advance an annual rental determined by the Authorized Officer in accordance with law, regulation, and policy. The annual rental will be adjusted by the Authorized Officer to reflect changes in fair market value, annual adjustments using the Consumer Price Index-Urban (CPI-U), changes in tenant occupancy, or phase-in of rental, if applicable.

B. After the initial rental period rental payments are due at the close of the first business day after January 1 of each calendar year for which a payment is due. Payments due the United States for this use must be deposited at Bureau of Land Management, 50629 HIGHWAY 6 AND 24, GLENWOOD SPRINGS CO 81601 In the form of a check or money order payable to Bureau Of Land Management, DOI. Credit card payments (VISA and MasterCard) can be made in person, through the mail, or by telephone. This lease will terminate automatically if accrued rent is not received by the Bureau of Land Management within 90 calendar days after the initial due date for the payment of such rent.

C. Pursuant to the Federal Claims Collection Act of 1966, as amended, 31 U.S.C. 3717, *et seq.*, regulations at 7 CFR Part 3, Subpart B and 4 CFR Part 102, an interest charge will be assessed on any amount due but not received by the due date. Interest will accrue from the date the payment was due. Administrative costs will also be assessed in the event that two or more billing notices are required for unpaid accounts. In addition, an administrative penalty at a percentage rate prescribed by law or regulation will be assessed for failure to pay any portion of the debt that is more than 90 days past due. This paragraph survives the termination of this lease, regardless of cause.

Other late fee charges may be assessed in accordance with standard BLM accounting procedures and policy.

D. Disputed rentals are due and payable on or before the due date.

#### **III. RESPONSIBILITIES OF THE LESSEE**

A. The Lessee is authorized to rent space and provide other services to customers and/or tenants and must charge each customer/tenant a reasonable rental without discrimination for the use and occupancy of the facilities and services provided. The Lessee must impose no unreasonable restrictions nor any restriction restraining competition or trade practices. By October 15th



of each year, the Lessee must provide the Authorized Officer a certified statement, listing all tenants and customers, by category of use, located within the facility on September 30th of that year.

B. All development, operation and maintenance of the authorized facility, improvements, and equipment located on the property must be in accordance with stipulations in the communications site plan approved by the Authorized Officer. If required by the Authorized Officer, all plans for development, layout, construction, or alteration of improvements on the property as well as revisions of such plans, must be prepared by a licensed engineer, architect, and or landscape architect. Such plans must be approved in writing by the Authorized Officer before commencement of any work. After completion, as-built plans, maps, surveys, or other similar information will be provided to the Authorized Officer and appended to the communications site plan.

C. The Lessee must comply with applicable Federal, State, county, and municipal laws, regulations and standards for public health and safety, environmental protection, siting, construction, operation, and maintenance in exercising the rights granted by this lease. The obligations of the Lessee under this lease are not contingent upon any duty of the Authorized Officer, or other agent of the United States, to inspect the premises. A failure by the United States, or other governmental officials, to inspect is not a defense to noncompliance with any of the terms or conditions of this lease. Lessee waives all defenses of laches or estoppel against the United States. The Lessee must at all times keep the title of the United States to the property free and clear of all liens and encumbrances.

D. Use of communications equipment is contingent upon the possession of a valid Federal Communications Commission (FCC) or Director of Telecommunications Management/Interdepartmental Radio Advisory Committee (DTM/IRAC) authorization (if required), and the operation of the equipment is in strict compliance with applicable requirements of FCC or IRAC. A copy of each applicable license or authorization must at all times be maintained by the Lessee for each transmitter being operated. The Lessee must provide the Authorized Officer, when requested, with current copies of all licenses for equipment in or on facilities covered by this lease.

E. The Lessee must ensure that equipment within his or her facility (including tenant and customer equipment) operates in a manner which will not cause harmful interference with the operation of existing equipment on or adjacent to the communications site. If the Authorized Officer or authorized official of the Federal Communications Commission (FCC) determines that the Lessee's use interferes with existing equipment, the Lessee must promptly take the necessary steps to eliminate or reduce the harmful interference to the satisfaction of the Authorized Officer or FCC official.

F. When requested by the Authorized Officer, the Lessee must furnish technical information concerning the equipment located on the property.

#### **IV. LIABILITIES**

A. The Lessee assumes all risk of loss to the authorized improvements.

B. The Lessee must comply with all applicable Federal, State, and local laws, regulations, and standards, including but not limited to, the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., the Comprehensive Environmental Response, Control, and Liability Act, 42 U.S. C. 9601 et seq., and other relevant environmental laws, as well as public health and safety laws and other laws relating to the siting, construction, operation, and maintenance of any facility, improvement, or equipment on the property.

C. The Lessee must indemnify, defend, and hold the United States harmless for any violations incurred under any such laws and regulations or for judgments, claims, or demands assessed against the United States in connection with the Lessee's use or occupancy of the property. The Lessee's indemnification of the United States must include any loss by personal injury, loss of life or damage to property in connection with the occupancy or use of the property during the term of this lease. Indemnification must include, but is not limited to, the value of resources damaged or destroyed; the costs of restoration, cleanup, or other mitigation; fire suppression or other types of abatement costs; third party claims and judgments; and all administrative, interest, and other legal costs. This paragraph survives the termination or revocation of this lease, regardless of cause.

D. The United States has no duty, either before or during the lease term, to inspect the property or to warn of hazards and, if the United States inspects the property, it will incur no additional duty nor any liability for hazards not identified or discovered through such inspections. This paragraph survives the termination or revocation of this lease, regardless of cause.

E. The Lessee has an affirmative duty to protect from damage the land, property, and interests of the United States.

E. (1). The Lessee must maintain \$ 1,000,000.00 worth of insurance coverage, naming the United States additionally insured on the policies(s), to partially fund the indemnification obligations of the Lessee for any and all losses due to personal injury, loss of life, or property damage, including fire suppression and hazardous waste costs. The Lessee must furnish proof of insurance (such as a surety bond, or certificate of insurance) to the Authorized Officer prior to execution of this lease and verify annually, and in writing, the insurance obligation to the Authorized Officer. The Authorized Officer may allow the Lessee to replace, repair, restore, or otherwise undertake necessary curative actions, to the satisfaction of the Authorized Officer, in order to mitigate damages in addition to or as an alternative to monetary indemnification.

F. In the event of any breach of the lease by the Lessee, the Authorized Officer may, on reasonable notice, cure the breach at the expense of the Lessee. If the Bureau of Land Management at any time pays any sum of money or does any act which requires payment of money, or incurs any expense, including reasonable attorney's fees, in instituting, prosecuting, and/or defending any action or proceeding to enforce the United States rights hereunder, the sum or sums so paid by the United States, with all interests, costs and damages will, at the election of the Bureau of Land Management, be deemed to be additional rental hereunder and will be due from the Lessee to the Bureau of Land Management on the first day of the month following such election.

## V. OTHER PROVISIONS

A. **Nondiscrimination.** The Lessee must at all times operate the described property and its appurtenant areas and its buildings and facilities, whether or not on the property, in full compliance with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations issued thereunder by the Department of the Interior and in effect on the date this lease is granted to the end that no person in the United States will, on the grounds of race, sex, color, religion, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any of the programs or activities provided thereon.

### B. Termination and Suspension.

1. **General.** For purposes of this lease, termination and suspension refer to the cessation of uses and privileges under the lease.

"Termination" refers to an action by the Authorized Officer to end the lease because of noncompliance with any of the prescribed terms, abandonment, or for reasons in the public interest. Termination also occurs when, by the terms of the lease, a fixed or agreed upon condition, event, or time occurs. For example, the lease terminates at expiration. Termination ends the Lessee's right to use the public land for communication purposes.

"Suspension" is a temporary action and the privileges may be restored upon the occurrence of prescribed actions or conditions.

2. This lease may be suspended or terminated upon breach of any of the terms or conditions herein or upon nonuse, or when in the public interest. Nonuse refers to a failure to operate consistently the facilities on the property for any period during the term in excess of 180 days. When suspended or terminated in the public interest, the Lessee will be compensated subject to the availability of appropriated funds. Compensation will be based upon the initial cost of improvements located on the lease, less depreciation as allocated over the life of the improvements as evidenced by the Lessee's Federal tax amortization schedules.
3. Except in emergencies, or in case of nonuse, the Authorized Officer will give the Lessee written notice of the grounds for termination or suspension and a reasonable time, not to exceed 90 days, to complete the corrective action. After the prescribed period, the Bureau of Land Management is entitled to such remedies as are provided herein.
4. Any discretionary decisions or determinations by the Authorized Officer on termination or suspension are subject to appeal in accordance with the regulations in Title 43, Code of Federal Regulations.

C. Restoration

1. In the event the Authorized Officer decides not to issue a new lease, or the Lessee does not desire a new lease, the Lessee must, prior to the termination of this lease, restore and stabilize the site to the satisfaction of the Authorized Officer.
2. In the event this lease is revoked for noncompliance, the Lessee must remove all structures and improvements within a reasonable period as determined by the Authorized Officer, except those owned by the United States, and must restore the site as nearly as reasonably possible to its original condition unless this requirement is otherwise waived in writing by the Authorized Officer.
3. If the Lessee fails to remove all structures or improvements within the prescribed period, they will become the property of the United States and may be sold, destroyed, or otherwise disposed of without any liability to the United States.

D. Members of Congress. No member of or Delegate to Congress or Resident Commissioner may benefit from this lease either directly or indirectly, except when the lease provides a general benefit to a corporation.

E. Reservations. This lease is granted subject to the following reservations by the United States:

1. The right to all natural resource products now or hereafter located on the property unless stated otherwise herein, and the right to obtain, utilize, or dispose of such resources insofar as the rights and possession of the Lessee are not unreasonably affected.
2. The right to modify the communications site plan as deemed necessary.
3. The right to enter upon the lease and inspect all facilities to assure compliance with the conditions of this lease.
4. The right of the United States to use or to authorize the use of the property for compatible uses, including the subsurface and air space.

In the event of any conflict between any of the proceeding printed clauses or any provisions thereof and any of the following clauses or any provision thereof, the preceding printed clauses control.

EXHIBIT B, STIPULATIONS COC22082  
Crown Mountain Communication Site

1. Pursuant to 43 CFR § 1810 the Authorized Officer is the Glenwood Springs Field Office Manager, or his or her Designee.
2. The plans, maps, and designs set forth in the application are incorporated into and made a part of this Grant instrument as fully and effectively as if they were set forth herein in their entirety.
3. All design, material, and construction, operation, maintenance, and termination practices shall be in accordance with safe and proven engineering practices. The lessee shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.
4. The holder shall disturb and remove only the minimum amount of soils and vegetation necessary for construction of the communication site facilities authorized herein.
5. No construction or maintenance activities shall be allowed during periods when the soil is too wet to adequately support construction equipment or motorized vehicles. If such use creates ruts in excess of four inches deep, the soil shall be deemed too wet to adequately support construction vehicles or equipment.
6. Trash shall be confined in a covered container while construction is in progress. Upon completion, all trash, flagging, laths, etc., shall be removed and hauled to an authorized disposal site.
7. To prevent impacts to raptors and migratory bird species, the power line shall comply with the APLIC's *Suggested Practices for Raptor Protection on Power Lines* publication, and the National Electric Safety Code.

Reference: Avian Power Line Interaction Committee (APLIC). 2006. *Suggested Practices for Raptor Protection on Power Lines: The State of the Art in 2006*. Edison Electric Institute, APLIC and the California Energy Commission. Washington, D.C. and Sacramento, CA.

8. To meet visual management requirements: The building, roof shingles, generator and appurtenances is required to be painted colors approved in advance. Contact the Visual Resource Management Coordinator.
9. Cultural Resources:  
The National Historic Preservation Act (NHPA) requires that if newly discovered cultural resources are identified during project implementation, work in that area must stop and the agency Authorized Officer notified immediately (36 CFR 800.13). The Native American Graves Protection and Repatriation Act (NAGPRA), requires that if inadvertent discovery of Native American Remains or Objects occurs, activity must cease in the area of discovery, a reasonable effort made to protect the item(s) discovered, and immediate notice made to the BLM Authorized Officer, as well as the appropriate Native American group(s) (IV.C.2). Notice may be followed by a 30-day delay (NAGPRA Section 3(d)). Further actions also require compliance under the provisions of NHPA and the Archaeological Resource Protection Act.

10. Noxious and Invasive Plant Species Stipulation: The applicant will monitor the project area for the presence of any noxious weeds and will be responsible for promptly controlling any noxious weeds on the Colorado State List A or B (except redstem filaree) within the right-of-way. If the applicant chooses to use herbicides as the control method on public lands, a Pesticide Use Proposal shall be submitted to the BLM and approved prior to initiating any herbicide spraying.
11. The holder shall monitor the ROW for the presence of noxious weeds annually during the growing season (or as frequently as the Authorized Officer determines) for the life of the permit. After consulting with the authorized officer, the holder shall promptly treat and control any State-listed noxious weeds which have resulted from the holder's construction, operation, maintenance or use of the ROW. If chemical control is necessary, use of pesticides shall comply with the applicable Federal and State laws. Pesticides shall be used only in accordance with their registered uses and within limitations imposed by the Secretary of the Interior. Prior to the use of pesticides, the holder shall obtain from the authorized officer written approval of a Pesticide Use Proposal (PUP) showing the type and quantity of material to be used, the weed (s) to be controlled, method of application, and any other information deemed necessary by the authorized officer. Emergency use of herbicides shall be approved in writing by the authorized officer prior to such use.
12. The holder shall comply with the Toxic Substances Control Act of 1976, as amended (15 U.S.C. 2601 et seq.), with regard to any toxic substances that are used, generated by or stored on the right-of-way. Additionally, any release of toxic substances (leaks, spills, etc.) in excess of reportable quantity established by 40 CFR, Part 117 shall be reported as required by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, Section 102b. A copy of any report required or requested by any Federal agency or State government as a result of a reportable release or spill of any toxic substances shall be furnished to the authorized officer concurrent with the filing of the reports to the involved Federal agency or State government.
13. It is the Lessee's responsibility to coordinate with all other rights-of-way holders and adjacent landowners to make sure any conflicts are resolved.
14. The holder shall at all times comply with the appropriate FCC operating standards and regulations.
15. This Grant shall not be assignable without written permission of the authorized officer.
16. Fuels Treatment Plan



**UPPER COLORADO RIVER/ER**  
**INTERAGENCY FIRE MANAGEMENT**  
NPS Colorado National Monument  
BLM Grand Junction and Glenwood Springs  
USFS White River and Grand Mesa National Forests

Subject: Crown Communication Site

To truly protect this critical infrastructure from a wildfire the proposed 50 ft. clearing of brush would be inadequate. Here are some thoughts on providing mitigation for wildfire to the site. I have completed a couple

of fire behavior runs with existing fuels on the site and with fuels altered after a treatment. The runs predict a drastic moderation in flame lengths and rates of spread after a treatment such as the type below.

**North side of tower**

- Remove Gamble Oak and other mountain shrub species directly adjacent to building.
- Remove 50-75% of brush in a mosaic pattern that mimics natural “clumps” of brush as well as possible.
- Remove ladder fuels (limbs and branches) on conifer trees to a height of 8 feet. This side drops off steep rapidly so use best judgment on depth of treatment (approx. 150 feet to tree line).

**North West side of tower**

- There is a small somewhat level bench on this aspect.
- Remove 50 – 75% of brush in a mosaic pattern.

**South Side of Tower**

- This aspect is steep and has solid and continuous fuels from mid slope to the tower site.
- Remove 50-75% of brush in a mosaic pattern that mimics natural “clumps” of brush as well as possible.
- Clearing should be completed to a depth of 250-300 feet from base of tower building

All cut material shall be removed from site. I have attached the fire behavior runs that I completed so you can see the change in intensity and behavior pre and post treatment. These models were computed using inputs that represent a “hot” fire. Completing a treatment of this type is not a guarantee for damage prevention due to a wildfire; however it provides a good defensible space and lets the building be mostly “stand alone” in the event of a wildfire. If you have any questions please feel free to contact me.

Ody Anderson  
Fuels Specialist  
UCR/Glenwood Springs Field Office

## Crown Comm Site Fire Behavior Results

### Existing fuels (before treatment):



BehavePlus 3.0.2

Thu, May 07, 2009 at 09:03:30

Page 1

#### Modules: SURFACE

Description → Crown Comm Site FM 4 hot

#### Fuel/Vegetation, Surface/Understory

Fuel Model → 4

#### Fuel Moisture

1-h Moisture % → 4

10-h Moisture % → 6

100-h Moisture % → 8

Live Herbaceous Moisture % →

Live Woody Moisture % → 125

#### Weather

Midflame Wind Speed (upslope) mi/h → 8

#### Terrain

Slope Steepness % → 100

#### Run Option Notes

Calculations are only for the direction of maximum spread [SURFACE].

Fireline intensity, flame length, and spread distance are always  
for the direction of the spread calculations [SURFACE].

Wind is blowing upslope [SURFACE].

#### Output Variables

Surface Rate of Spread (maximum) (ch/h) [SURFACE]

Flame Length (ft) [SURFACE]

#### Notes

This is a high intensity fire behavior run in the existing fuels. The ROS (rate of spread) and Flame length are extremely high.

Fuel Model 4 is a dry climate chapparral fuel with high loading.

**Crown Comm Site FM 4 hot**

Surface Rate of Spread (maximum)	238.6 ch/h
Flame Length	33.9 ft

**Altered Fuels (after treatment):**



**Modules: SURFACE**Description ☐ Crown Comm Site FM SH2 hot**Fuel/Vegetation, Surface/Understory**Fuel Model ☐ sh2**Fuel Moisture**1-h Moisture % ☐ 410-h Moisture % ☐ 6100-h Moisture % ☐ 8Live Herbaceous Moisture % ☐ Live Woody Moisture % ☐ 125**Weather**Midflame Wind Speed (upslope) mi/h ☐ 8**Terrain**Slope Steepness % ☐ 100**Run Option Notes**

Calculations are only for the direction of maximum spread [SURFACE].

Fireline intensity, flame length, and spread distance are always  
for the direction of the spread calculations [SURFACE].

Wind is blowing upslope [SURFACE].

**Output Variables**

Surface Rate of Spread (maximum) (ch/h) [SURFACE]

Flame Length (ft) [SURFACE]

**Notes**

This is a high intensity fire behavior run in altered fuel after treatment. The ROS (rate of spread) and  
Flame length are moderated to an acceptable level.

Fuel Model sh2 is a dry climate shrub with moderate loading.



### Crown Comm Site hot

Surface Rate of Spread (maximum)	6.4 ch/h
Flame Length	2.7 ft

ACCEPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2009, I, the undersigned have read, understand and accept the terms and conditions of this lease.

**User Note: If a corporation is the Lessee, the title of the duly authorized official signing on behalf of the corporation should be added to the signature block.**

IN WITNESS WHEREOF, the Bureau of Land Management, by its Authorized Officer, has executed this lease on the day and year first written above.

UNITED STATES OF AMERICA

\_\_\_\_\_  
(Signature of Holder)

\_\_\_\_\_  
(Title of Authorized Officer)

\_\_\_\_\_  
(Title) (Date)

\_\_\_\_\_  
(Date)

=====

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

**RIGHT-OF-WAY GRANT RENEWAL**

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SERIAL NUMBER COC25248 Amendment 1  
14.4kV Distribution line serving Crown Mountain Communication Site

1. A right-of-way is hereby granted pursuant to Title V of the Federal land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761).
2. Nature of Interest:
  - a. By this instrument, the holder:

Holy Cross Energy  
P.O. Box 2150  
Glenwood Springs, Colorado 81602

receives a right to construct, operate, maintain, and terminate a 14.4 kV, single phase overhead power line to serve Crown Mountain Communication Site as shown on public lands described as follows:

lot 7,W2SE, Section 15, T. 8 S., R.87 W., Sixth Principal Meridian,  
Pitkin County, Colorado.

- b. The right-of-way area granted here is 70 feet wide, 3065 feet long and contains 4.92 acres, more or less.
- c. The right of ingress and egress is granted on existing roads.
- d. This instrument shall terminate on December 31, 2036, unless, prior thereto, it is renewed, relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.
- e. This instrument may be renewed. If renewed, the right-of-way shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.

- f. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

3. Rental:

For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.

4. Terms and Conditions:

- a. This grant issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations part 2800, and all other applicable federal, state, and local laws, regulations, and standards.
- b. Upon grant termination by the authorized officer, all improvements shall be removed from the public lands within 90 days, or otherwise disposed of as provided in paragraph (4)(d) or as directed by the authorized officer.
- c. Each grant issued for a term of 20 years or more shall, at a minimum, be reviewed by the authorized officer at the end of the 20th year and at regular intervals thereafter not to exceed 10 years. Provided, however, that a right-of-way or permit granted herein may be reviewed at any time deemed necessary by the authorized officer.
- d. The plans, maps, or designs set forth in the Application, and Special Stipulations and Conditions (Exhibits A and B attached hereto) are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.
- e. Failure of the holder to comply with applicable law or any provision of this right-of-way grant or permit shall constitute grounds for suspension or termination thereof.
- f. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.

## SPECIAL STIPULATIONS AND CONDITIONS

1. The holder shall notify the Glenwood Springs Field Manager (Authorized Officer) at least ten (10) days prior to the start of construction or any surface disturbing activities. The authorized officer may require and schedule a preconstruction conference with the holder prior to the holder's commencing construction or surface disturbing activities.
2. The plans, maps, and designs set forth in the application are incorporated into and made a part of this Grant instrument as fully and effectively as if they were set forth herein in their entirety.
3. All design, material, and construction, operation, maintenance, and termination practices shall be in accordance with safe and proven engineering practices. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.
4. The holder shall disturb and remove only the minimum amount of soils and vegetation necessary for the construction and relocation of the power line and facilities authorized herein. Riparian vegetation shall not be removed.
5. No construction or maintenance activities shall be allowed during periods when the soil is too wet to adequately support construction equipment or motorized vehicles. If such use creates ruts in excess of three inches deep, the soil shall be deemed too wet to adequately support construction vehicles or equipment.
6. Trash shall be confined in a covered container while construction is in progress. Upon completion, all trash, flagging, laths, etc., shall be removed and hauled to an authorized disposal site.
7. The holder shall comply with all county, state, and federal regulations and permit requirements.
8. The National Historic Preservation Act (NHPA) requires that if newly discovered cultural resources are identified during project implementation, work in that area must stop and the agency Authorized Officer notified immediately (36 CFR 800.13). The Native American Graves Protection and Repatriation Act (NAGPRA), requires that if inadvertent discovery of Native American Remains or Objects occurs, activity must cease in the area of discovery, a reasonable effort made to protect the item(s) discovered, and immediate notice made to the BLM Authorized Officer, as well as the appropriate Native American group(s) (IV.C.2). Notice may be followed by a 30-day delay (NAGPRA Section 3(d)). Further actions also require compliance under the provisions of NHPA and the Archaeological Resource Protection Act. Further actions also require compliance under the provisions of NHPA and the Archaeological Resource Protection Act.
9. Pursuant to 43 CFR 10.4(g) the holder of this authorization or its contractor must notify the AO, by telephone, with written confirmation, immediately upon the discovery of human remains, funerary items, sacred objects, or objects of cultural patrimony. Further, pursuant to 43 CFR 10.4(c) and (d), the holder must stop activities in the vicinity of the discovery and protect it for 30 days or until notified to proceed by the AO.
10. The operator or its contractor is responsible for informing all persons who are associated with the project operations that they will be subject to prosecution for knowingly disturbing historic or archaeological sites, or for collecting artifacts. If historic or archaeological materials are uncovered during any project or construction activity, the operator must stop work in the area of the discovery that might further disturb such materials, and immediately contact the AO. Within five working days the AO will inform the operator as to the mitigation measures the operator will likely have to undertake before the site can be used (assuming in place preservation is not necessary).

11. The holder shall notify the AO at least 180 days prior to non-emergency activities that would cause surface disturbance in the ROW or TUP. The BLM will determine if a cultural resource inventory, treatment, or mitigation is required.

12. A "Notice to Proceed" stipulation shall be required for any non-emergency activities as defined above that would cause surface disturbance on the ROW or TUP. Any request for a "Notice to Proceed" should be made to the AO, who shall review the proposed action for consistency with resource management concerns such as wildlife, big game winter range, paleontology, threatened and endangered species, and cultural resource protection. Additional measures may be required to protect these resources.

13. Weeds are not known to occur in the project area presently. However, any surface-disturbing activity has the potential to create a niche for the introduction of noxious weeds, so the right-of-way holder shall be responsible for seeding the disturbance, and monitoring for and controlling noxious weeds, as directed in the attached Terms and Conditions of the permit.

14. To prevent impacts to raptors and migratory bird species, the power line shall comply with the APLIC's *Suggested Practices for Raptor Protection on Power Lines* publication, and the National Electric Safety Code

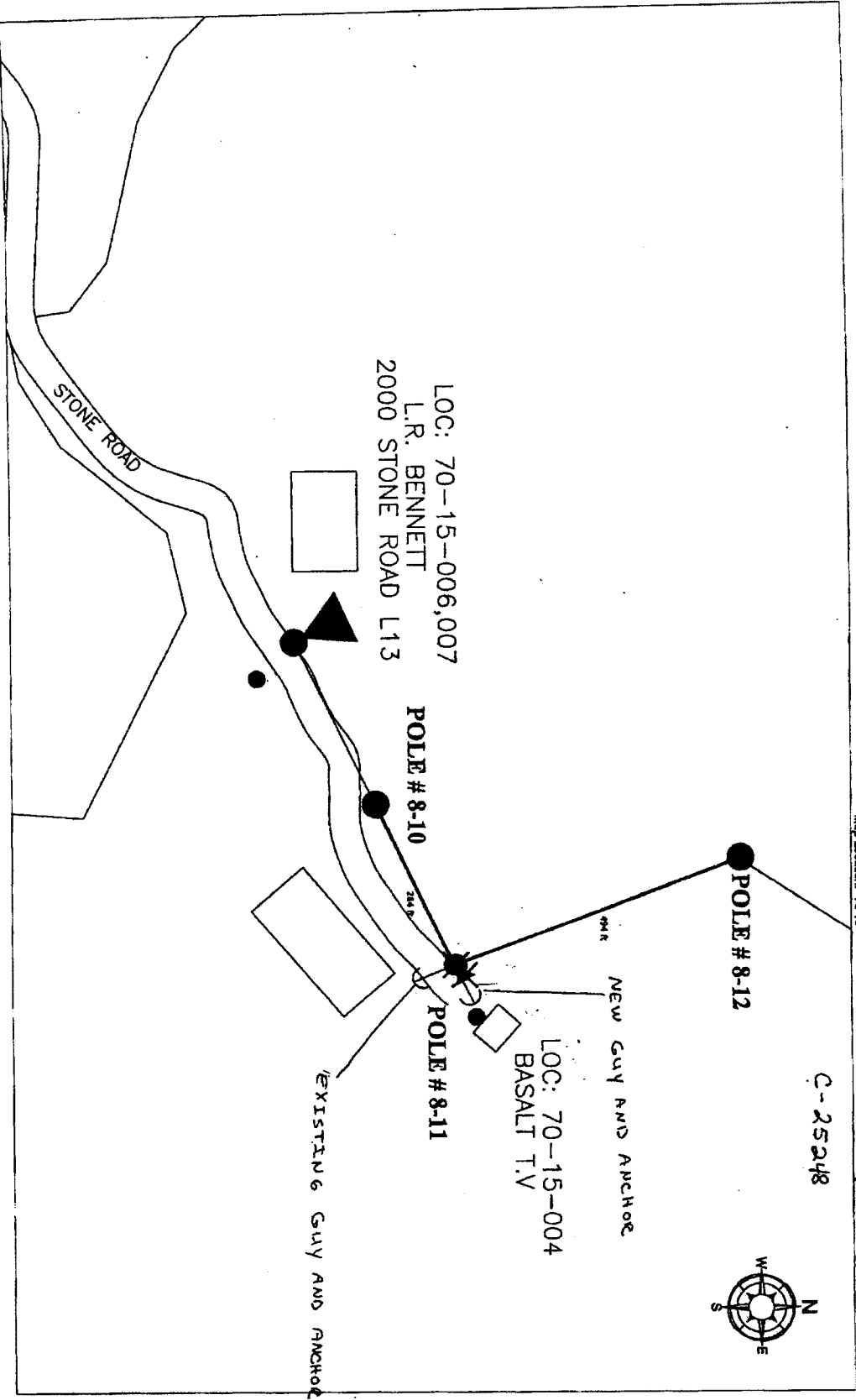
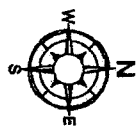
Reference: Avian Power Line Interaction Committee (APLIC). 2006. *Suggested Practices for Raptor Protection on Power Lines: The State of the Art in 2006*. Edison Electric Institute, APLIC and the California Energy Commission. Washington, D.C. and Sacramento, CA.

15. This Grant shall not be assignable without written permission of the authorized officer.

16. This Grant may be renewed. If renewed, the Grant shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.

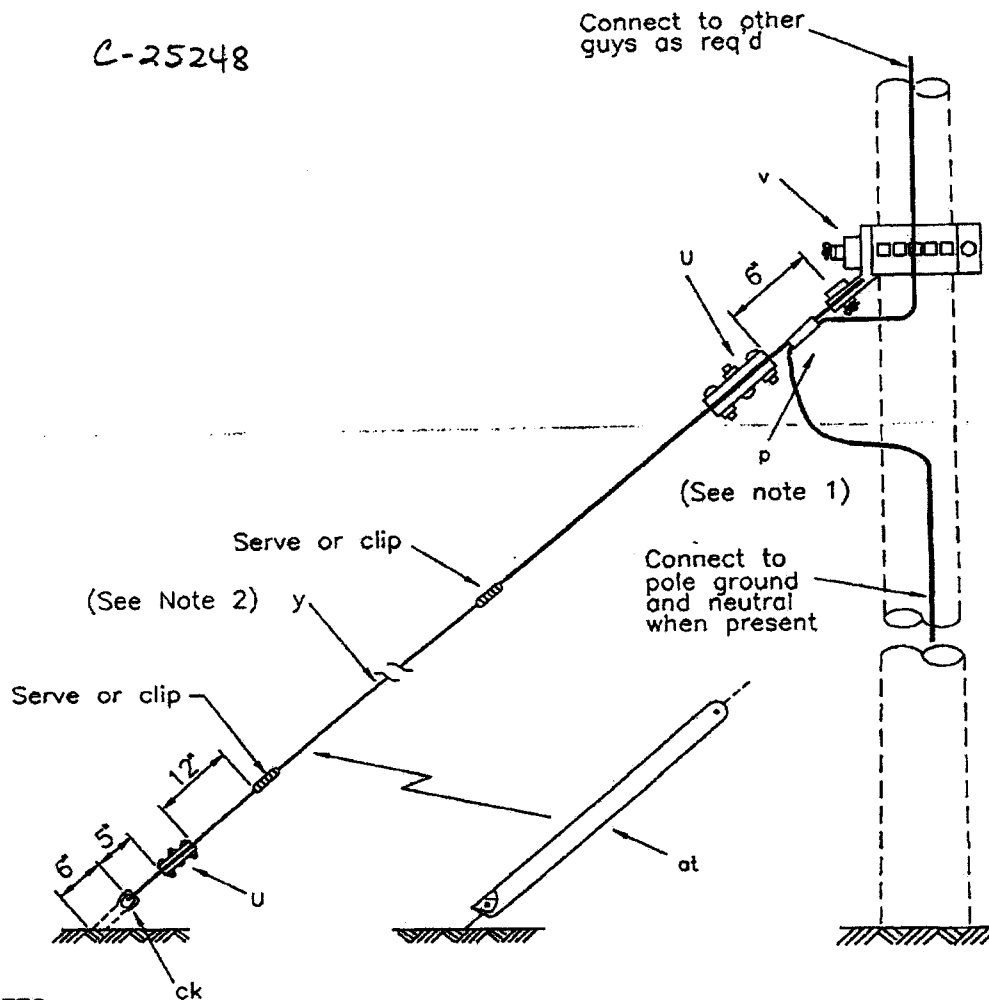
Job Name: CROWN HT COMMUNICATION UPGRADE  
Map Location: 70-15  
County: GARFIELD  
WFO #: 20858  
RELISH#

C-25248





C-25248



NOTES:

1. Other accepted and equivalent, heavy duty, guy deadend material (item "u") may be substituted for the ones shown.
2. Specify guy wire size, type and required length.

ITEM	QTY	MATERIAL
P		Connectors, guy bond as req'd
u	2	Deadend for guy strand, heavy duty
v	1	Guy attachment, pole band type
y		Guy wire, as req'd (See Note 2)
at	1	Guy marker
av		Jumpers, as req'd
ck	1	Clamp, anchor bonding

DESIGN PARAMETERS:

MAXIMUM WORKING LOAD =  
LESSER OF 10,000 lbs. HORIZONTAL  
or ALLOWABLE GUY WIRE TENSION

SINGLE DOWN GUY - LARGE CONDUCTORS  
(POLE BAND TYPE)

DEC 1998

RUS

E4.1L

006-25248

